

13R-31

Introduce: 1-28-13

RESOLUTION NO. A 87197

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Memorandum of Understanding between the City of Lincoln, on behalf of the
3 Lincoln Police Department, and the Nebraska Department of Motor Vehicles for the use of the
4 Department of Motor Vehicles' Facial Recognition System for a four-year term, upon the terms
5 and conditions set forth in said Memorandum of Understanding, a copy of which is attached
6 hereto marked as Attachment "A" and made a part hereof by reference, is hereby accepted and
7 approved and the Mayor is authorized to execute said Memorandum of Understanding on behalf
8 of the City.

9 *h/* The City Clerk is directed to send an executed copy of the Memorandum of
10 Understanding to Tonya Peters, Lincoln Police Department, for transmittal to the Nebraska
11 Department of Motor Vehicles.

Introduced by:

Donald R. Schimek

AYES: Camp, Carroll, Cook,
Emery, Eskridge, Hinkley,
Schimek; NAYS: None.

Approved as to Form & Legality:

Bob Cooper
City Attorney

ADOPTED

FEB 04 2013

BY CITY COUNCIL

Approved this 7th day of Feb., 2013:

Chris Brown
Mayor

MEMORANDUM OF UNDERSTANDING
between the
LINCOLN POLICE DEPARTMENT
and the
NEBRASKA DEPARTMENT OF MOTOR VEHICLES

I. Parties

This Memorandum of Understanding (MOU) is an agreement between the Lincoln Police Department (LPD), and the Department of Motor Vehicles (DMV), hereinafter the Parties. The purpose of this MOU is to specify the terms and conditions for LPD access to and use of the Facial Recognition System (FRS) to carry out functions of the LPD.

II. Purpose

This MOU is intended to enhance law enforcement and the working relationship between the LPD and the DMV Driver and Vehicle Records Division to assist those individuals who are victims of identity theft and for investigation of criminal activity using images and signatures stored in FRS. Authorized employees of the LPD and the DMV will carry out the requirements of the MOU.

III. Legal Authority

The statutes provided for in this MOU include, but are not limited to, the following:

Nebraska Revised Statute § 60-484.02; Uniform Motor Vehicle Records Disclosure Act,
Nebraska Revised Statutes §60-2901 through 60-2912.

This MOU shall be interpreted to incorporate any amendments to the above statutes by the Nebraska Legislature as may be applicable during the term of the MOU.

III. Implementation

A. The LPD:

1. Agrees to restrict the access to the DMV FRS images to two employees of the LPD and to provide the DMV with the name, address, and contact information for these employees. Access to and use of images and signatures of individuals stored in DMV databases shall be used solely to carry out the purposes of this MOU as assigned by the DMV to LPD pursuant to the terms and conditions of this MOU. Any access, disclosure, or use of any image or signature for any other purpose beyond the terms and conditions of this MOU is prohibited and shall be considered a breach of the MOU.
2. Agrees to make no facial recognition comparison request except for a case being investigated and /or prosecuted in a criminal manner.
3. Understands that the FRS results provided by the DMV are to assist in furthering an ongoing investigation or criminal matter and cannot be used as the sole reason for arrest.

4. Agrees to adhere to the requirements of Neb.Rev. Stat. §60-484.02 and §60-2901 through 60-2912 and agrees that no employee, contractor, or agent of LPD shall allow disclosure of images and signatures except to federal, state or local law enforcement agencies or a certified law enforcement officer employed in an investigative position by a federal state, or local agency for the purpose of carrying out the functions of the agency or assisting another agency in carrying out its functions or as otherwise may be authorized by action of the Nebraska Legislature.
5. Agrees to enforce all applicable laws and security protocols for handling and processing of images and signatures accessed pursuant to this MOU to prevent any access, use, or disclosure other than as provided in this MOU.

B. The DMV agrees to:

1. Provide two FRS and VPN user IDs and passwords to be used to access images and signatures in the FRS for the sole use of the two identified employees of LPD referred to in paragraph III, A, 1 above.
2. Provide LPD with access to FRS and the available DMV images and signatures subject to the conditions of this MOU.
3. Provide LPD with the names, addresses, and telephone numbers of contact persons within the DMV regarding any questions or problems which may arise in connection with the FRS.
4. Provide to LPD training and assistance necessary to use FRS.

IV. Effective Date and Term of the MOU

This MOU is effective upon the date the authorized representatives of both parties have signed the MOU. This MOU shall expire in four years from that date. This MOU may be extended in writing signed by the authorized representatives of both parties for two four-year terms.

V. Modification.

This MOU may be modified in writing signed by the authorized representatives of both parties.

VI. Costs

DMV and LPD will each be responsible for costs incurred by the respective agency in furtherance of this MOU.

VII. Termination


This MOU may be terminated by either party upon 30 days prior written notice to the other party. DMV may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DMV that there has been a breach of this MOU, upon a determination by DMV that there has been a breach of system integrity or security

by LPD, upon a failure by LPD to comply with established procedures or legal requirements, or for reasons of government necessity.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the State of Nebraska, its agencies, officers, or employees or against DMV or LPD or employees or officers of DMV or LPD.

The foregoing constitutes the full agreement on this subject between the LPD and the DMV.

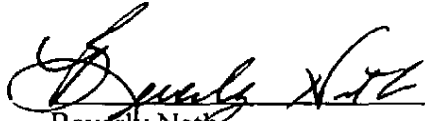
The undersigned represent that they are authorized to enter into this MOU on behalf of the Lincoln Police Department and the DMV, respectively.



Mayor Chris Beutler
City of Lincoln

2/12/13

Date

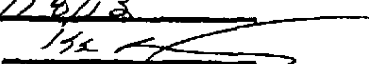


Beverly Neth
Director
Nebraska Dept. of Motor Vehicles

Jan 18, 2013

Date

LEGAL REVIEW COMPLETED

Date 1/18/13
Signature 

CITY OF LINCOLN

Request for: ☐ Ordinance
☒ Resolution

(Do Not Write in this Space)

Bill Control No. 13R-31 Date: 1/18

Docketing Date 1/28; PH: 2-4-13


(To Be Entered by City Clerk)

DATE January 18, 2013	REQUEST MADE BY Chief James Peschong	DEPARTMENT Police
DESIRED DOCKET DATE:	IF EMERGENCY, GIVE REASON (See Art. 6, Sec. 2 of Charter)	
Emergency Measure Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

Approval of a Memorandum of Understanding between the State of Nebraska Department of Motor Vehicles and City of Lincoln, Police Department, for the use of DMV's Facial Recognition System. The MOU is for a period of four years, with two options of renewal.

FILED
CITY CLERK'S OFFICE
2013 JAN 22 AM 10 10
CITY OF LINCOLN
NEBRASKA

REQUESTOR <input type="checkbox"/> DOES <input type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	 DIRECTOR'S SIGNATURE	<u>1-18-13</u> DATE
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TO BE USED BY THE FINANCE DEPARTMENT

BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:	FUND AVAILABILITY APPROVED	DATE:
				DIRECTOR OF FINANCE SIGNATURE	

DISTRIBUTION

Return two (2) copies to City Clerk for Docket Number

GENERAL FACT SHEET

13R-31

BILL NUMBER

BRIEF TITLE

APPROVAL DEADLINE

REASON

DETAILS

POSITIONS/RECOMMENDATIONS

<p>Approval of a Memorandum of Understanding between the State of Nebraska Department of Motor Vehicles and City of Lincoln, Police Department, for the use of DMV's Facial Recognition System. The MOU is for a period of four years, with two options of renewal.</p>	Sponsor	Police Department
	Program Departments, or Groups Affected	All automated departments
	Applicants/ Proponents	<p>Applicant</p> <p>City Department</p> <p>Other</p>
<p>Discussion (Including Relationship to other Council Actions)</p>	Opponents	<p>Groups or Individuals</p> <p>Basis of Opposition</p>
	Staff Recommendations	<input type="checkbox"/> For <input type="checkbox"/> Against Reason Against
	Board or Commission Recommendation	<p>BY</p> <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For with revisions or conditions (See Details column for conditions)
	CITY COUNCIL ACTIONS (For Council Use Only)	<input type="checkbox"/> Pass <input type="checkbox"/> Pass (As Amended) <input type="checkbox"/> Council Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not Pass

DETAILS

POLICY/PROGRAM IMPACT

	POLICY OR PROGRAM CHANGE	<input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____ _____
	OPERATIONAL IMPACT ASSESSMENT	_____ _____ _____
	FINANCES	
	COST AND REVENUE PROJECTIONS	COST of total project: \$ _____ COST of this Ordinance/ Resolution \$ _____ RELATED annual operating Costs \$ _____ INCREASE REVENUE EXPECTED/YEAR \$ _____
	SOURCE OF FUNDS	CITY [Approximately] _____ \$ _____ % _____ \$ _____ % _____ \$ _____ % NON CITY [Approximately] _____ \$ _____ % _____ \$ _____ % _____ \$ _____ %
	BENEFIT COST	<input type="checkbox"/> Front Foot Average Assessment <input type="checkbox"/> Square Foot \$ _____ \$ _____

APPLICABLE DATES:

FACT SHEET PREPARED BY: Chief Jim Peschong 

REVIEW BY:

REFERENCE NUMBER